

Longevity benefit

**SIDE LETTER AGREEMENT  
TO THE 2005-2008 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SOUTH GATE  
AND THE SOUTH GATE POLICE MANAGEMENT ASSOCIATION**

**WHEREAS**, the City of South Gate ("City") and the South Gate Police Management Association ("PMA") have entered into a Memorandum of Understanding ("MOU") covering the period of July 1, 2005 through June 30, 2008;

**WHEREAS**, Section 11 of the MOU provides that the parties "agree to continue discussions regarding creating a longevity step of 10% at 27 years of service and modifying vacation leave accruals to end at 27 years" and that the "parties" intention is to implement this benefit provided it is cost neutral to the City and is permissible under the PERL."

**WHEREAS**, The City and the PMA have met and conferred in good faith and have reached an agreement to modify the MOU.

**NOW, THEREFORE, THE PARTIES** do hereby agree as follows:

1. Longevity Pay: Effective as soon as possible, but not before approval by the South Gate City Council and execution by all of the parties, the MOU between the parties shall be amended to provide that a new longevity pay step shall be implemented, which provides that an employee shall receive, upon commencement of his or her twenty seventh (27<sup>th</sup>) year of sworn law enforcement service a ten percent (10%) pay increase above the previous maximum longevity pay of seven percent (7%), for a total of seventeen percent (17%) longevity pay. Said ten percent (10%) increase will not be incorporated into base pay, but will be in the form of a special pay. The ten percent (10%) increase will not affect pay differentials and will not be considered for purposes of calculating pay differentials between Officer and Sergeant, Sergeant and Lieutenant, Lieutenant and Captain, and Captain and Police Chief.
2. Vacation Leave and Sick Leave Accrual: Effective concurrent with the implementation of the longevity benefit, above, the MOU between the parties shall be amended to provide that, upon commencement of an employee's twenty seventh (27<sup>th</sup>) year of sworn law enforcement service, the employee shall no longer accrue paid vacation leave and his or her annual accrual of sick leave shall be reduced by 64.5 hours, from 156 hours to 91.5 hours. An employee's accrual of all other forms of paid leave, including, but not limited to, physical fitness and holiday leaves, shall remain unaffected and unchanged.
3. Payoff of Unused Accrued Leaves and Conversion Funds: Payoff of unused accrued leaves, including, sick, vacation, compensatory time, holiday and administrative leaves, or conversions of paid leaves to deferred compensation, shall continue to be made at the employee's regular rate of pay, exclusive of the new longevity pay.

4. Cost Neutrality: It is agreed by the parties that if the City's Cal PERS rate increases beyond the 2007-2008 fiscal year rate, and the increase in rates are reasonably attributable to the implementation of this benefit, or that an evaluation of this benefit results in a cost to the City, then the parties will meet and confer to discuss having the PMA cover the additional costs so that this benefit will remain cost neutral to the City. It is the parties intention that the fiscal responsibility of any increase in cost be borne by the PMA during the life of this benefit.

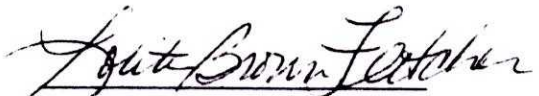
5. No Retroactive Effect: It is agreed by the parties that this provision will not be implemented retroactively to any date prior to its approval by the City Council and execution by all the parties. For example, if a member is already into his or her 28<sup>th</sup> year of service, the benefit will not be applied retroactively to allow the member to receive this benefit for the previous year. Instead, the benefit will start for that member upon approval of this agreement by the South Gate City Council and execution thereof by all the parties and only from that date forward.

6. Permissible under CalPERS: If the ability to provide this benefit ever becomes impermissible by CalPERS this benefit will be eliminated.

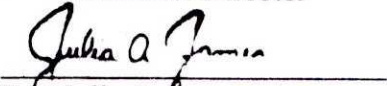
7. All other wages, hours and other terms and conditions of employment shall remain unaffected and shall continue in full force and effect unless mutually changed in writing by the parties.

8. By affixing their signature below, each party represents that he/she/it has taken or will take all actions necessary to secure the appropriate ratification, endorsement, approval or agreement of all necessary bodies, boards, councils, groups or entities, of whatever legal form or type and in whatever manner as may be legally required, and are fully authorized to execute this agreement on that party's behalf.

Dated: 10/1/07  
CITY OF SOUTH GATE



By: Lolita Brown Fletcher  
Personnel Director

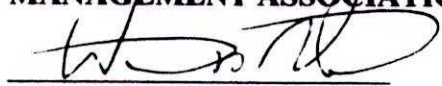


By: Julia James  
Finance Director

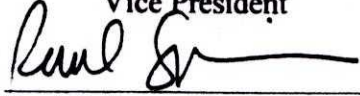


W.H. (Bill) De Witt, Mayor

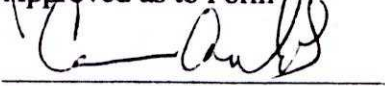
Dated: 10/1/07  
SOUTH GATE POLICE  
MANAGEMENT ASSOCIATION



By: William Richert,  
Vice President



Raul Salinas, City Attorney  
Approved as to Form



Carmen Avalos, City Clerk